

MN #	RFP REFERENCE	BIDDER QUESTION	STATE RESPONSE
1	Section I – Introduction and Overview of Requirements, Page I-5, A. Purpose of this Request for Proposal	<b>Clarification:</b> Contractor will negotiate with SOS regarding extension years for both hardware M&O and software apps support upon receipt of six months prior written notice.	No. The State will maintain current RFP language.
2	Section I – Introduction & Overview of Requirements, Page I-6, C. Availability	<b>Clarification:</b> Contractor agrees that its staff, including key staff, will commence work on the project in accordance with the approved project plan.	No. The State will maintain current RFP language.
3	Section II – Rules Governing Competition, Page II-1, C. Proposal Requirements and Conditions, Item 1	<b>Change:</b> Contractor requests that its Final Proposal be an irrevocable offer for 180 days after such proposal is due.	No. The State will maintain current RFP language.
4	Section II – Rules Governing Competition, Page II-4, C. Proposal Requirements and Conditions, Item 5. Examination of Work, d. Letter of Credit  Section V – Administrative Requirements, Page V-5, A. General Administrative Requirements, 13. Letter of Credit Intent (Mandatory for Pre-qualification & Final Proposal) – Pass/Fail	<b>Clarification:</b> Based on Section II Item 5.d, Bidder notes that this requirement seems to imply that the State reserves right to require Letter of Credit [or other security document] in an amount equal to total contract value; based on Section V, Item 13, Bidder has assumed a Letter of Credit/other security document will not exceed 25% of total contract value, excluding value of any hardware/software procured for the State.	The State requires a Letter of Credit as stated in Section V.  Section II.C.5.C: The State may address in a future addendum.

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5	Section IV - Proposed System and Business Processes, Page IV-1, Item B. VoteCal Project Scope	<b>Clarification:</b> Bidder will use commercially reasonable efforts to obtain the described rights to software, however, Bidder can only commit that it will obtain rights in accordance with the end user license agreement of any third-party vendor.	The State requires additional information. Please resubmit as a question. Be specific as to what you are asking.
6	Section IV - Proposed System and Business Processes, Page IV-6, Item E. Proposed VoteCal System Functionality and Constraints, 3. EMS Support	<b>Clarification:</b> Bidder cannot accept liability (including any increased expenses) associated with any delays or dependencies related to 3rd party vendors of the counties, availability of county staff and/or county SMEs, etc.	The State requires additional information. Please resubmit as a question. Be specific as to what you are asking.
7	Section IV - Proposed System and Business Processes, Page IV-10, 5. VoteCal Implementation Services and Technical and Support Considerations, d. Implementation and Training	<b>Clarification:</b> Bidder cannot accept liability (including any increased expenses) associated with any delays or dependencies related to 3rd party vendors of the counties, availability of county staff and/or county SMEs, etc.	The State requires additional information. Please resubmit as a question. Be specific as to what you are asking.
8	Section IV - Proposed System and Business Processes, Page IV-11, Item E. Proposed VoteCal System Functionality and Constraints, 5. VoteCal Implementation Services and Technical and Support Considerations, (e) Maintenance and Operations	<b>Clarification:</b> Bidder would like to discuss timing of the passage of title to equipment/licenses.	The State requires additional information. Please resubmit as a question. Be specific as to what you are asking.

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9	Section IV - Proposed System and Business Processes, Page IV-11, Item E. Proposed VoteCal System Functionality and Constraints, 5. VoteCal Implementation Services and Technical and Support Considerations, (f) Ongoing Software Support	<b>Clarification:</b> <i>Contractor will negotiate with SOS regarding extension years for both hardware M&amp;O and software apps support upon receipt of six months prior written notice.</i>	<b>No. The State will maintain current RFP language.</b>
10	Section IV - Proposed System and Business Processes, Page IV-11, Item E. Proposed VoteCal System Functionality and Constraints, 5. VoteCal Implementation Services and Technical and Support Considerations, (h) Code Ownership and Source Code Disclosure	<b>Clarification:</b> <i>Once fully paid for by the SOS, Bidder will provide a copy of its proprietary source code to the State, subject to limitations on use and access by 3rd parties and subject to limitations imposed under 3rd party license agreements for any such embedded software.</i>	<b>To be addressed in a future addendum.</b>
11	Section IV - Proposed System and Business Processes, Page IV-11, Item E. Proposed VoteCal System Functionality and Constraints, 5. VoteCal Implementation Services and Technical and Support Considerations, (i) Hardware and Third-Party Software Ownership	<b>Clarification:</b> <i>Bidder would like to discuss timing of the passage of title to equipment/licenses.</i>	<b>The State requires additional information. Please resubmit as a question. Be specific as to what you are asking.</b>
12	Section V – Administrative Requirements, Page V-1, A. General Administrative Requirements, 2. Prime Contractor Responsibility	<b>Clarification:</b> <i>Bidder would like to discuss timing of the passage of title to equipment/licenses</i>	<b>The State requires additional information. Please resubmit as a question. Be specific as to what you are asking.</b>
13	Section V – Administrative Requirements, Page V-2, A. General Administrative Requirements, 5. Contractor Owned Software	<b>Clarification:</b> <i>Bidder would like to discuss timing of the passage of title to equipment/licenses.</i>	<b>The State requires additional information. Please resubmit as a question. Be specific as to what you are asking.</b>

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14	Section V – Administrative Requirements, Page V-2, A. General Administrative Requirements, 6. Third Party Licensing	<p><b>Clarification:</b> Bidder will use commercially reasonable efforts to obtain the described rights to 3rd party software, however, Bidder can only commit that it will obtain rights in accordance with the end user license agreement of any third-party vendor.</p> <p>Bidder would like to discuss timing of the passage of title to equipment/licenses.</p>	<p>1. (1<sup>st</sup> paragraph) No. The State will maintain current RFP language.</p> <p>2. (2<sup>nd</sup> paragraph) The State requires additional information. Please resubmit as a question. Be specific as to what you are asking.</p>
15	Section V – Administrative Requirements, Page V-8, A. General Administrative Requirements, a. Financial Capacity/Responsibility (Mandatory) – Pass/Fail	<p><b>Clarification:</b> Vendor can provide this information however vendor would like to understand the intent of the State to require such information</p>	The State's intent is to minimize risk to the project, by identifying the ability of the Bidder's firm to sustain operations in a long - term project.
16	Section V – Administrative Requirements, Page V-19, C. Draft and Final Proposal Administrative Requirements, 3.I. Irrevocable Letter of Credit (Mandatory)	<p><b>Clarification:</b> Bidder would like to discuss length of time it is required to provide LOC.</p>	No. The State will maintain current RFP language.
17	Section VI – Project Management, Business, and Technical Requirements, Page VI-4, Item B. Project Management Activities And Plans, 1. Project Management, Requirement P2	<p><b>Clarification:</b> Bidder has noted the comment about this being a fixed price contract and understands budgetary constraints the Agency must operate with; however, Bidder cannot accept liability (including any increased expenses) associated with any delays or dependencies related to county/Agency vendors , availability of county/Agency staff and/or county/Agency SMEs, etc.</p>	The State requires additional information. Please resubmit as a question. Be specific as to what you are asking.

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18	Attachment 1 – Statement of Work, Page 9, 11. Deliverables, Item f. Rejection of Deliverables, 2. Remedies for Deficiencies	<b>Change:</b> <i>Bidder requests elimination of this remedy; rather Bidder proposes that State may avail itself of all available rights and remedies at law or in equity in the event of breach of contract by the Contractor.</i>	<b>The State may address in a future addendum.</b>
19	Attachment 1 – Statement of Work, Page 14, 12. Software Provisions, Item b. VoteCal System Application Software, 8. Source Code	<b>Clarification:</b> <i>Contractor is amenable to discussing terms of any escrow of source code for its proprietary software</i>	<b>The State may address in a future addendum.</b>
20	ATTACHMENT 2 – IT General Provisions, 26. Limitation Of Liability	<b>Clarification:</b> <i>Attachment 2 and Attachment 6 identify two different amounts for the Limitation of Liability. Bidder assumes that the State will accept a limitation of 1 x total contract value.</i>	<b>Assumption is correct.</b>
21	Attachment 6 – SOS Statement of Work Special Provisions, Page 9, 6. Limitation of Liability, b - e	<b>Clarification:</b> <i>Contractor would like to discuss some changes/modifications to the provisions contained in (ii) and to (v).</i>	<b>Please resubmit as a question. Be specific as to what you are asking.</b>
22	Attachment 6 – SOS Statement of Work Special Provisions, Page 4, 3. Warranties, a	<b>Clarification:</b> <i>Contractor is agreeable to a warranty that there are no material defects in workmanship and that Deliverables will confirm in all material respects to applicable Specifications in the DED. Contractor will pass along all warranties provided by 3rd party COTS vendors.</i>	<b>Please resubmit as a question. Be specific as to what you are asking.</b>
23	Attachment 6 – SOS Statement of Work Special Provisions, Page 5, 3. Warranties, h)	<b>Clarification:</b> <i>Contractor agrees that the standard of performance for its Services shall be what is customary and standard in the referenced industry.</i> <input type="checkbox"/> <i>Contractor requests that the parties agree upon which Deliverables are considered critical and essential rather than all performance of Services being stated as being of the essence.</i>	<b>No. The State will maintain current RFP language.</b>